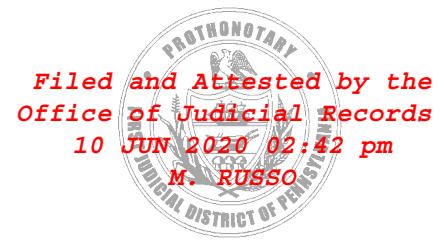


# EXHIBIT A

GAGLIANO LAW OFFICES  
John J. Gagliano, Esq.  
Identification No. 309438  
230 S. Broad Street, 17th Floor  
Philadelphia, PA 19102  
(215) 554-6170



Attorneys for Plaintiff

KEITH WILLIS

*Plaintiff,*

v.

UNITED AIRLINES, INC.

*Defendant.*

:  
: COURT OF COMMON PLEAS,  
: PHILADELPHIA County  
: CIVIL DIVISION  
:  
: MARCH TERM, 2020  
: NO. 001212  
:  
: JURY TRIAL DEMANDED  
:  
:

**NOTICE TO DEFEND**

**NOTICE**

**You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.**

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**Philadelphia Bar Association  
Lawyer Referral and Information Service  
One Reading Center  
Philadelphia, PA 19107  
(215) 238-6333; TTY (215) 451-6197**

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**ILLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

**Asociación De Licenciados De Filadelfia  
Servicio de Referencia E Información Legal  
One Reading Center  
Filadelfia, PA 19107  
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### **COMPLAINT – CIVIL ACTION**

1. This action arises out of injuries sustained by Plaintiff Keith Willis onboard United Airlines, Inc. (“United”) flight number 999 from Newark, New Jersey to Brussels, Belgium that took place on July 12, 2018 (“Flight 999”).

### **THE PARTIES**

2. Plaintiff Keith Willis is a resident of Pennsylvania.

3. Defendant, United Airlines, Inc. (“United”), is a corporation organized and existing under the laws of the State of Delaware with a principle place of business located at 233 South Wacker Drive, 14th Floor, Chicago, Illinois 60606.

4. United is registered to do business in the Commonwealth of Pennsylvania and has been assigned Pennsylvania Entity Number 718232.

### **JURISDICTION AND VENUE**

5. This Honorable Court has jurisdiction to hear this matter pursuant to 42 Pa. Cons. Stat. § 931.

6. This Honorable Court has jurisdiction to hear this matter because the ticket for this flight was purchased pursuant to Mr. Willis's employment in Pennsylvania.

7. This Honorable Court has jurisdiction to hear this matter because a substantial part of the events giving rise to this action occurred here.

8. This Honorable Court has jurisdiction to hear this matter because Defendant United does substantial business here.

9. Venue is proper in this Honorable Court pursuant to Pa. Rules Civ. P. 1006(b) and 2179(a)(2) because United regularly conducts business in Philadelphia County.

#### **FACTS ABOUT THIS INCIDENT**

10. United is a common carrier engaged in air transportation for hire.

11. United holds an Air Carrier Certificate issued by the United States Federal Aviation Administration.

12. United's Air Carrier Certificate authorizes it to engage in "Domestic" and "Flag" operations carrying passengers for compensation hire.

13. "Flag" operations as they relate to United's Air Carrier Certificate means international common carrier air transportation operations.

14. United Flight 999 was engaged in "Flag" operations.

15. United Flight 999 was engaged in international common carrier air transportation.

16. Plaintiff Keith Willis was seriously injured onboard United Flight 999.

17. Plaintiff Keith Willis was a passenger onboard United Flight 999 when he sustained serious injuries due to United's negligence by and through its failure to properly supervise a United employee, agent, and/or passenger who dropped a heavy piece of luggage from the overhead bin onto Mr. Willis.

18. The incident was personally witnessed by United employee flight attendant Lindy Sper.

19. Mr. Willis discussed the incident with, and reported it to, United employee Ms. Sper, who was required to make a report of the injury.

20. Several other passengers onboard Flight 999 witnessed the incident that seriously injured Mr. Willis.

21. As a direct and/or proximate result of Mr. Willis' serious injuries sustained onboard United Flight 999, he received months of medical treatment including surgery and missed about six months of work at his full-time job.

**COUNT ONE**  
**COMMON CARRIER STRICT LIABILITY**  
***(PLAINTIFF V. UNITED)***

22. All preceding paragraphs of this Complaint are hereby incorporated as if set forth fully herein.

23. At all times material Defendant United was operating as a common carrier engaged in air transportation for compensation and hire.

24. At all times material Defendant United was engaged in "Flag" Operations which means international common carrier air transport operations.

25. At all times material Defendant United owed a common carrier's duty to its passengers to provide service with the highest possible degree of safety in the public interest.

26. Plaintiff Mr. Willis was injured onboard United Flight 999.

27. United is strictly liable for Plaintiff's injuries including physical injuries, past medical expenses, future medical expenses, disability, and loss of income and wages.

WHEREFORE, Plaintiff demands judgment against United for damages in a sum greater than \$50,000.00, plus interest, costs and disbursements, attorneys' fees, delay damages, and any other relief which the Court deems just and proper.

**COUNT TWO**  
**NEGLIGENCE**  
***(PLAINTIFF V. UNITED)***

28. All preceding paragraphs of this Complaint are hereby incorporated as if set forth fully herein.

29. At all times material United had a duty to operate its aircraft, including Flight 999, with due regard for the safety of its passengers, and it owed that duty to each of its passengers individually, including but not limited to Plaintiff.

30. At all times material, United had a duty to train all crewmembers to prevent passenger injuries.

31. At all times material, United had a duty to operate Flight 999 with the highest possible degree of safety in the public interest.

32. At all times material United had a duty to provide service onboard Flight 999 in accordance with its operating specifications and its Flight Operations Manual and with a high degree of safety.

33. At all times material United's flight attendants had duties to protect passengers from persons whose conduct might jeopardize safety.

34. At all times material, United and its employees breached their duties and were negligent, grossly negligent, careless, and/or reckless in that:

- a. they failed to operate United Flight 999 with the highest standard of care;
- b. they failed to operate United Flight 999 with the highest possible degree of safety in the public interest;

c. they failed to operate United Flight 999 in accordance with the United Flight Operations Manual;

d. they failed to operate United Flight 999 in a manner that protected passengers from persons whose conduct might jeopardize safety;

e. they operated Flight 999 negligently, carelessly and/or recklessly without due regard for the safety of their passenger Mr. Willis.

35. At all times material Defendant United's breaches of duties to its passengers directly and/or proximately caused Mr. Willis' injuries.

36. As a direct and/or proximate result of Defendant United's breaches of its duties Mr. Willis has suffered and/or will suffer damages including physical injuries, past medical expenses, future medical expenses, disability, and loss of income and wages.

WHEREFORE, Plaintiff demands judgment against United for damages in a sum greater than \$50,000.00, plus interest, costs and disbursements, attorneys' fees, delay damages, and any other relief which the Court deems just and proper.

**JURY TRIAL DEMANDED**

Plaintiff hereby demands a trial by jury of twelve (12) on all issues.

Dated: June 8, 2020

Respectfully submitted,

**GAGLIANO LAW OFFICES**

By: /s/ John J. Gagliano  
John J. Gagliano, Esq.  
ID No. 309438  
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17th Floor  
Philadelphia, PA 19102  
(215) 554-6170  
*john@gagliano.law*

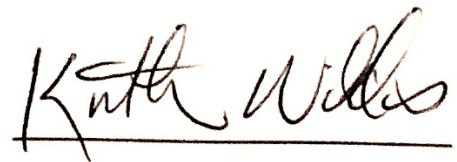
## **VERIFICATION**

I, Keith Willis, having reviewed the attached Complaint which was prepared by my attorney, hereby verify the information contained therein. Some of the information in the Complaint may include information furnished to my attorney by people other than me. The language of the Complaint was drafted by my attorney and to the extent that the information in the Complaint is not known to me, I have relied upon my attorney in making this Verification. To the extent that the Complaint contains factual allegations which are inconsistent, after a reasonable investigation I have been unable to ascertain which of the inconsistent allegations are true, but I have knowledge or information sufficient to form a belief that one of them is true.

Subject to the above limitations, the information contained in the Complaint is true and correct to the best of my information, knowledge and belief. I make this verification subject to the penalties imposed by 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated:

June 8, 2020

A handwritten signature in dark ink, appearing to read "Keith Willis", written over a horizontal line.

Keith Willis